Fed. 557, 559. Nevertheless the result in the principal case seems correct, for it appears that the constitutional provision in question was not intended to limit the treaty-making power, but to mark the division between federal and state jurisdiction. See *The Koenigin Luise*, *supra*. Again, similar treaties were concluded in 1787 and in 1788 and were understood by the framers of the Constitution as compatible therewith. See 2 MOORE, DIGEST OF INTERNATIONAL LAW, 300.

CONSTITUTIONAL LAW — REVENUE BILLS — PROHIBITING TAX ATTACHED BY HOUSE TO SENATE BILL. — A federal statute known as the "Cotton Futures Act" imposed a practically prohibitory tax on contracts for the sale of cotton for future delivery not in certain prescribed statutory forms. 38 U. S. STAT. AT L. 693. The bill originated in the Senate in the form of an exclusion of such transactions from the mails, but the House, retaining only the enacting clause, substituted the bill in its present form. The plaintiff sues to recover the tax paid under this statute. *Held*, that the statute is unconstitutional, being a revenue bill originating in the Senate. *Hubbard* v. *Lowe*, 54 N. Y. L. J. 193 (Dist. Ct., N. Y.).

The Constitution requires that all revenue bills originate in the House. U. S. CONST., Art. 1, sec. 7, cl. 1. The courts have tended to construe as revenue bills under this clause only bills primarily for raising revenue and not such bills as might raise revenue incidentally. *Millard* v. *Roberts*, 202 U. S. 429; *cf. United States* v. *Hill*, 123 U. S. 681; *United States* v. *Norton*, 91 U. S. 566. But nevertheless a bill intended as a prohibitory tax, because in form a bill for revenue is considered an exercise of the taxing power. *McCray* v. *United States*, 195 U. S. 27, 59. The decision that the statute in the present case is one for revenue seems to follow necessarily from this. The wide scope of amendment allowed the Senate on revenue bills illustrates further the formality with which the Constitution is construed in this regard. *Flint* v. *Stone Tracy Co.*, 220 U. S. 107, 143. The same spirit of rather formal construction supports the finding that this bill originated in the Senate as certified, although its taxation features originated in the House. Although not expressly based on it, this decision is really compelled by the well-settled rule of the federal courts that the records deposited with the Secretary of State may not be controverted by the Journals of Congress. *Field* v. *Clark*, 143 U. S. 649, 671; *Harwood* v. *Wentworth*, 162 U. S. 547, 562. The court does not discuss the constitutionality of this statute as an exercise of the taxing power. But see *McCray* v. *United States*, *supra*; U. S. DEPT. OF AGRICULTURE, OFFICE OF MARKETS AND RURAL ORGANIZATION, 1915 SERVICE AND REGULATORY ANNOUNCEMENTS NO. 5, 51.

CONTRACTS — REWARDS — PERFORMANCE WITHOUT KNOWLEDGE OF THE OFFER — MEANING OF "ARREST AND CONVICTION." — The legislature of a state passed a statute providing "that the Governor is hereby authorized to offer a reward for the arrest and conviction of the persons guilty of the murder of X." A reward was offered in pursuance of the statute. A posse, without knowledge of the offer, killed the Indians guilty of the crime. *Held*, that the members of the posse are entitled to the reward. *Smith* v. *State*, 151 Pac. 512 (Nev.).

An offer of a reward is an offer to a unilateral contract, and can be accepted only by performing the act designated. *Biggers* v. *Owen*, 79 Ga. 658. Since every contract, unilateral as well as bilateral, requires mutual assent, the act must be performed with an accepting mind, in order to claim the reward. The first requisite of this accepting mind is knowledge of the offer. *Howland* v. *Lounds*, 51 N. Y. 604; *Williams* v. *West Chicago R. Co.*, 191 Ill. 610, 61 N. E. 456. *Contra*, *Dawkins* v. *Sappington*, 26 Ind. 199; *Auditor* v. *Ballard*, 9 Bush

(Ky.) 572. It has been said, however, that there is a different rule when the reward is offered by statutory authorization. See *Drummond* v. *United States*, 35 Ct. Cl. 356; *Broadnax* v. *Ledbetter*, 100 Tex. 375, 378, 99 S. W. 1111, 1112. Such a distinction can only be supported on the ground that the legislature intended that the reward should be paid to any one performing the designated act regardless of his knowledge of the offer. The legislature can, of course, make such a provision; but it is submitted that it is not to be presumed without clearer language than that of the statute in this case. *Smith* v. *Vernon Co.*, 188 Mo. 501, 87 S. W. 949. As to the question of whether in the principal case there was sufficient compliance with the terms of the offer; though the reward was offered for "arrest and conviction," its real object was to prevent the murderers from repeating their crime; and this object was attained. The growing trend of authority is to construe the terms used here liberally. *In re Kelly*, 39 Conn. 159; *Wilmoth* v. *Hensel*, 151 Pa. St. 200, 25 Atl. 86; *Moseley* v. *Stone*, 108 Ky. 492, 56 S. W. 965. But see *Williams* v. *West Chicago R. Co.*, *supra*.

DAMAGES — MEASURE OF DAMAGES — RECOVERY FOR BREACH OF WARRANTY AFTER RESALE OF SEED. — The defendant sold to the plaintiff a quantity of cucumber seed for purposes of resale, warranting it to be of a certain variety. The seed was resold, and, when planted, produced a crop of an inferior variety of cucumbers. The plaintiff, although he has not yet been sued by the sub-buyer, and has neither paid nor adjusted the latter's claim, now sues for breach of warranty. *Held*, that he can recover the difference in value between the crop actually produced and an equal crop of the warranted variety. *Buckbee* v. *P. Hohenadel, Jr., Co.*, 224 Fed. 14 (C. C. A., 7th Circ.).

Where the seller has notice of the buyer's intention to resell the goods warranted, the buyer can recover any damages which he has been compelled to pay to a sub-buyer to whom the goods were resold with a warranty. *Reggio* v. *Braggiotti*, 7 Cush. (Mass.) 166; *Reese* v. *Miles*, 99 Tenn. 398, 41 S. W. 1065. See 3 SUTHERLAND, DAMAGES, 3 ed., § 675; 2 MECHEM, SALES, § 1834. Now as the wrong in breach of warranty consists in the sale of the defective goods, the buyer may sue immediately and recover nominal damages without proving substantial injury. *Vogel* v. *Osborne*, 34 Minn. 454, 26 N. W. 453. See *Hammar Paint Co.* v. *Glover*, 47 Kan. 15, 27 Pac. 130. Accordingly, in an action for breach of warranty of title, the better view is that the buyer may sue at once and recover prospective damages though he has not been dispossessed. *Grose* v. *Hennessey*, 13 Allen (Mass.) 389. The case of breach of warranty of quality is analogous, and the buyer who has resold the goods may recover for the liability incurred although no claim has been made against him by the sub-buyer. *Randall* v. *Raper*, E. B. & E. 84; *Muller* v. *Eno*, 14 N. Y. 597. See *Passinger* v. *Thorburn*, 34 N. Y. 634, 639. Nor are the damages in the principal case too conjectural, for the plaintiff is clearly liable to the sub-buyer. See WILLISTON, SALES, § 615. And the measure of damages there laid down is the one usually adopted. See 21 HARV. L. REV. 286.

ELECTIONS — CONSTITUTIONALITY OF STATUTE PROVIDING FOR PREFERENTIAL VOTING. — The constitution of Minnesota guarantees to all electors the right to vote "for all officers . . . elective by the people." A statute authorized preferential voting at certain municipal elections. The plaintiff, a voter of the city, contests the election of the defendant under this statute. *Held*, that the statute is unconstitutional. *Brown* v. *Smallwood*, 153 N. W. 953.

On the same facts and under a similar constitutional provision, *held*, that the statute is constitutional. *Orpen* v. *Watson*, 93 Atl. 853 (N. J.).